

KBR
LOGCAP III Headquarters
Camp Victory, Baghdad, Iraq
APO, AE 09344

24 November 2008

Najlaa International Catering
P.O. Box 64457 B 70455 Sharq Tower
16th Fl Al Shar, Kuwait

Attention: Mr. Bill Baisey, CEO

References: a) Subcontracts A90M-VC-SDF0872, A90M-VC-SDF0875
and A90M-VC-SDF0876
b) Kellogg Brown & Root Subcontract General Conditions
c) Kellogg Brown & Root Subcontract Special Conditions
For Overseas Subcontracts in support of LOGCAP III

Subject: **"Cure Notice"**

Enclosures: 1) Subcontracts A90M-VC-SDF0872, A90M-VC-SDF0875 &
A90M-VC-SDF0876 Current Mobilization Deficiencies

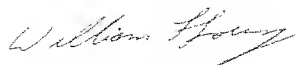
Dear Mr. Baisey,

Pursuant to references (a) through (c) you are notified that KBR considers all items noted on Enclosure (1) to be conditions that are endangering performance of the Subcontracts and jeopardizing the lives of all personnel on sites F1.2 (TF Marne), F2.3 (Division Iron Horse) and F3 (Desert Diamond). Therefore, unless Najlaa International Catering Company is able to provide a formal plan within 72 hours to correct the deficiencies listed in Enclosure (1) and is able to correct all of the deficiencies listed within 10 calendar days after receipt hereof, KBR may terminate these subcontracts for default under Clause No. 6 of References (a) and Clause No. 19 of Reference (b).

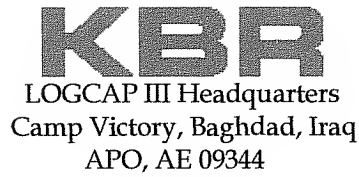
Please contact the undersigned if you require any clarifications or additional information with regard to this notice.

This letter and your response will be documented in the subcontract file for future reference.

Respectfully,



William Young
PSM Manager, DFAC
KBR LOGCAP III



Enclosure 1

**Subcontracts A90M-VC-SDF0872, A90M-VC-SDF0875 & A90M-VC-SDF0876
Current Mobilization Deficiencies**

1. **PPE** – Provide the proper PPE for all Najlaa F-site DFAC employees. This includes employees having the appropriate sizes and the equipment having the appropriate certification.
2. **Medical Provider** – Provide medical coverage for F-site DFAC employees. Najlaa must provide documentation that an approved vendor has been retained and that medical services for its employees are current (i.e. annual physicals, immunizations, sick call services, etc.)
3. **Employee Salaries** – Provide documentation that all F-site DFAC employees have been paid for the month of Oct.
4. **Petty Cash** – Provide documentation that all F-site employees have been provided at a minimum one week's salary as Petty Cash.
5. **Adequate Hygiene Kits** – Provide documentation that a 30-day supply of adequate hygiene kits (deodorant, toothpaste, toothbrush, soap, shampoo, etc.) are available for all F-site DFAC employees.
6. **Laundry Service** – Provide documentation that Najlaa has adequate laundry service for all F-site DFAC employees.
7. **DFAC Line Servers** – Provide documentation that all line servers in the F-site DFACs are a Level 3 Competency Level as required by the subcontract.
8. **Forklifts** – Provide one all-terrain forklift per F-site DFAC as defined in the subcontract.
9. **Strike Plan** – Provide a Strike Plan as defined in the subcontract (Due NLT 20 days after award date).
10. **MWR Plan** – Provide an MWR Plan as defined in the subcontract (Due NLT 20 days after award date).

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11. **Proposed Spare Parts List** – Provide a Proposed Spare Parts List as defined in the subcontract (Due NLT 21 days after award date).
12. **Personnel Organization Photo Board** – Provide a Personnel Organization Photo Board for each of the F-site DFACs as defined in the subcontract (NLT 10 days prior to 1st meal).
13. **Spares Inventory** – Provide a sufficient Spares Inventory on site to correct minor deficiencies within 24 hours (NLT 1st meal served).
14. **Accountability Roster** – Provide evidence of ability to provide daily accountability roster to KBR Food Service for the F-site DFACs.
15. **Employee Identification Numbers** – Provide an employee accountability roster with unique employee identification numbers.